or corporation, is not impaired by the establishment by the municipality of its own independent system of water-works under subsequent legislative authority.

CONSTITUTIONAL LAW—LABOR LAWS—POLICE POWER—FREEDOM OF CONTRACT—PEOPLE V. WILLIAMS, 100 NEW YORK SUPPLEMENT, 327.—*Held,* that a statute prohibiting any female from being employed, permitted or suffered to work in any factory in the state, before six o'clock in the morning or after nine o'clock in the evening of any day, etc., was not a valid exercise of police power in the interest of the health of female employees and the public welfare, but was an unconstitutional infringement on the female's liberty to contract for her own labor guaranteed by statute.

This point, with regard to the hours within which a female may work, seems never to have arisen in this country, the general rule being, however, that legislation in regard to the number of hours during which women or children may work is a valid exercise of police power. *Commonwealth v. Hamilton Manufacturing Co.,* 120 Mass. 383. Approved in *Holden v. Hardy,* 169 U. S. 366. It is said that the restrictions upon the employment of women in underground or night work are generally accepted as sanitary regulations in the interest of morals and decency. *Freund's Police Power,* 121.

The police power of a state, however, is not subject to any definite limitation but is co-extensive with the necessities of the case and the safeguard of the public interests. *Camfield v. U. S.* 167 U. S. 518. See Comment, *supra.*

CONTRACTS—RESCISSION—WAIVER OF GROUND.—ST. REGIS PAPER CO. V. SANTA CLARA LUMBER CO., 78 N. E. 701. A contract by defendant to deliver pulp-wood to a paper company bound the company to make advances to defendant during the progress of the work of cutting and hauling the wood not exceeding its cost. Defendant notified the company of its intention to rescind the contract unless the requests for advances were complied with, but continued to take the money, less that the cost of the wood by one-third, which the company thereafter advanced.—*Held,* that the receipt of the money operated to abrogate defendant's right to rescind. Gray, J., *dissenting.*

While a party to a valid contract cannot rescind at pleasure, *Bowman v. Ayers,* 2 Idaho 465, nevertheless, a party has the right to rescind a contract entirely where there has been a material breach by the other party to the contract. *Pollock on Contracts,* Third Edition, page 334; *Allen v. Webb,* 24 N. H. 278. A party who is entitled to repudiate a contract, and who wishes to rescind it, must do so distinctly and unequivocally. He cannot treat the contract as binding and rescinded at the same time. *Weeks v. Robie,* 42 N. H. 316. If he negotiates with the party, after knowledge of the breach, and permits him to proceed in the work, it is a waiver of his right to rescind the contract. *Lawrence v. Dale,* 3 Johns. Ch. 23.

CONVEYANCING—CONSTRUCTION OF DEED OF MINERALS.—GRIFFIN V. FAIRMONT COAL CO., 53 S. E. REP. 24 (W. VIRGINIA).—*Held,* that a deed conveying the coal under a tract of land, together with the right to enter upon and under the land to mine the coal, does not contain any implied reservation that sufficient coal must be left to support the surface but that the grantee is entitled to take away all of the coal and allow the surface to collapse. Paf-

fenbarger, J., *dissenting*. See Comment, YALE LAW JOURNAL, Vol. XVI, page 48.

COPYRIGHTS—WHAT CONSTITUTES INFRINGEMENT.—SAMPSON & MURDOCK CO. v. SEAVER-RADFORD CO., 140 FED. 539.—*Held*, that a person's action in copying names and addresses from complainant's city directory, verifying these by sending canvassers to the addresses given and afterwards publishing unchanged such information as was found to be correct, was an infringement.

CORPORATIONS—FOREIGN CORPORATIONS—NOTICE TO ATTORNEYS.—STATE EX INF. HADLEY ATTY. GEN. v. STANDARD OIL CO., OF IND. ET AL. 91 S. W. (Mo.) 1062.—*Held*, that notice to an attorney of record is notice to the client in proceedings against a foreign corporation.

This doctrine was established to avert the evils resulting from the operation of the contrary view. *St. Clair v. Cox*, 106 U. S. 350. Under this view foreign corporations could not be sued. *McQueen v. Middleton Mfg. Co.*, 16 Johnson (N. Y.) 5. Attachment upon property within the court's jurisdiction was the only remedy. *Robb v. Chicago & Q. R. Co.*, 47 Mo. 540; *Andrews v. Mich. Cen. R. R. Co.*, 99 Mass. 534. With the great increase in the number of corporations the federal court in Massachusetts revoked the state practice. *Hayden v. Androscoggin Mills*, 1 Fed. 93. This view has been followed subsequently: *Eureka Lake Co. v. Yuba County*, 116 U. S. 410; though not universally. *Williams v. Iron Bolt B. & L. Ass'n.*, 131 N. C. 267. Under this doctrine the state may prescribe its own conditions for service of process upon foreign corporations. *Van Dresser & Oregon Ry. & Nav. Co.*, 48 Fed. 202; and by doing business such corporations waive their rights to object. *Merchant's Mfg. Co. v. Grand Trunk R. Co.*, 13 Fed. 358. A rule contrary to the one as stated in the principal case has been held. *Thatch v. Continental Traveler's Mutual Accident Ass.*, 114 Tenn. 271.

CORPORATIONS—STATUTORY LIABILITY OF STOCKHOLDERS—ENFORCEMENT IN OTHER STATES.—CONVERSE v. AETNA NAT. BANK, 64 ATL. 341 (CONN.).—*Held*, that by purchasing stock in a corporation the stockholder incurs a liability to perform such contractual obligations as are attached by the laws of the corporation's domicile to the ownership of its capital stock, statutory liabilities imposed upon stockholders being such contractual obligations. Hamersley, Case, JJ., *dissenting*.

This decision is in harmony with the presnt tendency in most jurisdictions towards a liberal enforcement of the statutory liabilities of stockholders in a corporation created under the laws of another state. Most states enforce these statutory liabilities, imposed upon stockholders by the laws of another state, under the head of contractual obligations. *First Nat. Bank, of Deadwood v. Gustin Minerva Consolidated Mining Co.*, 42 Minn. 327. Former decisions inclined to construe such statutes as penal in their nature, and hence, were extremely reluctant to enforce them. *Sayles v. Brown*, 4 Fed. 8. The courts of a few states still refuse to countenance their enforcement. *Crippen v. Laighton*, 69 N. H. 540. All courts hold that a special remedy is exclusive and the liability imposed by such a statute will not be enforced in another state, where such remedy is not afforded by the law of such other state. *Russell v. Pacific Railway Co.*, 113 Cal. 258. Nor will such a statutory obligation be enforced when a suit in equity would be necessary to adjust the claims of the various parties. *Bates v. Day*, 198 Pa. State 513.